

# BUREAU OF BUSINESS MANAGEMENT

## **DIVISION OF PROCUREMENT SERVICES**

2600 Bull Street

Columbia, SC 29201-1708

Telephone: (803) 898-3501 Fax: (803) 898-3505 http://www.scdhec.net/procurement

# REQUEST FOR PRICE QUOTATION

#### THIS IS NOT AN ORDER

Quotation must be received by Date: December 17, 2009 Time: 2:30 p.m. E T  Mail or fax quotation to above address  Wayns A. Jesh Jr. to ATTN: Wayne A. Tesh, Jr.	Solicitation number: RFQ-37521-12/17//2009-WAT	Date issued: December 9, 2009
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Description: To provide printing of "Quit For Keeps" cards and "SC's Tobacco Quitline" pads.

NOTE: SEE ATTACHED SHEETS FOR SPECIFICATIONS, BIDDING SCHEDULE, PROVISIONS AND CLAUSES

## MUST BE SIGNED TO BE VALID

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. I agree, if this quotation is accepted within 60 days from date of closing, to furnish any and all items/services at the prices quoted.

Authorized Signature		Printed Name	<u>}</u>	Date Signed
			·	
Company			Social Security or Fe	deral Tax Number
Mailing Address			Area Code and Phon	
City	State	Zip Code	Toll Free Phone Num	nber
E-mail Address			Fax Number	

Any amendments to this solicitation will be posted at <a href="http://www.scdhec.net/procurement">http://www.scdhec.net/procurement</a>
Bidders are responsible for checking this site for any applicable amendments or other documents release.

Bidders are responsible for checking this site for any applicable amendments or other documents related to this solicitation.

Page 2

PURPOSE and SCOPE OF WORK: To provide printing of Quit For Keeps" cards and "SC's Tobacco Quitline" pads.

SPECIAL	COND	ITIONS
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- 1. **AWARD:** The contract will be awarded by total to the lowest responsible and responsive bidder and in the packaging option deemed most beneficial to DHEC.
- 2. **REQUEST FOR QUOTATION:** The quotation must be received by DHEC-Procurement Services by December 17, 2009, 2009, by 2:30 p.m. ET
- 3. **FAXED QUOTATION:** A faxed quotation is acceptable. The fax number is 803-898-3505.

4. ANTICIPATED SHIP TO:

S. C. Department of Health and Environmental Control

2600 Bull Street Columbia, S.C. 29201

5. **INVOICING:** Invoice must be itemized and sent to:

involcing: Invoice must be itemized and sent to:
 S.C. Department of He

S.C. Department of Health and Environmental Control

Bureau of Financial Management

2600 Bull Street Columbia, SC 29201

7. **CONTACT PERSON:** The contact person for this solicitation is:

Wayne A. Tesh, Jr., CPPB

S.C. Department of Health and Environmental Control

Division of Procurement Services

(803) 898-3501

- 8. **MODIFICATIONS:** Any modification must have prior written approval from the procurement official before proceeding with the project.
- 9. **PRINTING GUIDELINES**: All printing guidelines referenced in the South Carolina Government Printing Services Manual, dated September 28, 2005, shall apply.

#### SPECIFICATIONS AND BIDDING SCHEDULE:

Item 1: **200,000 each** Printing of "Quit for Keeps" card. **ML-025164 (05/2006)** See State of S.C. Printing Specification Sheet on page 3 and Addendum (with Explanation of Details) on pages 4-5 and Illustration of the cards on pages 6-7.

ed in 100's \$	shrink wrapped in Unit Price \$	250	Option 3 With packaging shrink wrapped in 500's Unit Price \$ Extended Price: \$			
's name, weight	, product line, and co	lor name:				
U.S. End Prod	luct? (Y/N)	S.C. End Pi	roduct? (Y/N)			
State of S.C. F	Form Specification Sh	neet on page	8 and Addendum (with Explana			
Unit Price \$ _	Each	Extended P	rice: \$			
U.S. End Prod	uct? (Y/N)	S.C. End Pr	roduct? (Y/N)			
	U.S. End Prod Frinting of "So State of S.C. F on pages 9-10 Unit Price \$ U.S. End Prod	shrink wrapped in Unit Price \$ Extended Price: \$	shrink wrapped in 250  Unit Price  Extended Price:  Extended Price:  Sate Paper bidding: DHEC will accept an equivaler's name, weight, product line, and color name:  U.S. End Product? (Y/N)  Since Printing of "South Carolina's Tobacco Quitline" postate of S.C. Form Specification Sheet on pages on pages 9-10 and Illustration of the pads on page Unit Price  U.S. End Product? (Y/N)  Each  Extended Postate of S.C. End Printing of the pads on pages 9-10 and Illustration of the pads on pages Unit Price  Each  Extended Postate of S.C. End Printing of the pads on pages Unit Price Sate Paper bidding: DHEC will accept an equivalent equivalent pages of the page of the	ed in 100's shrink wrapped in 250 shrink wrapped in 500's		

# STATE OF S.C. PRINTING SPECIFICATION SHEET

The S.C. Government Printing Services Manual (1-1-98) shall be made a part of all Printing Procurement by reference. MARK THE BOXES AND FILL IN THE BLANKS THAT ARE APPLICABLE. ☑ SEE ATTACHED SPECIFICATIONS.

VENDOR	AUTHORIZED SIGNATURE
DESCRIPTION: N	ML-025164 (05/2006) Quit for Keeps card AGENCY: SC Department of Health & Environmental Control
AGENCY CONTA	ACT: See solicitation PHONE NUMBER: See solicitation
QUANTITY (per is	ssue): 200,000 ISSUES (per year): FLAT SIZE: 3-5/8"w x 8-1/2"h * FOLDED SIZE:
PAGES: 2	☐ PLUS COVER ☐ SELF COVER ☐ OTHER: <u>front-and-back</u>
STOCK: Text:_	Other:
Cover: 8	0# white, non-coated, recycled or Agency-approved Other: equivalent coverstock
INK: Text -	
	5 Color 6 Color Other: Bleeds (No)
Covers 1 & 4 - [ (Front & Back)	1 Color Solor Solo
	5 Color 6 Color Other: Bleeds (No)
Covers 2 & 3 -	☐ 1 Color ☐ 2 Color ☐ 3 Color ☐ 4 Color Process
(Inside front Inside Back)	5 Color 6 Color Other: Bleeds (No)
MECHANICAL:	Composition and Layout provided by - Printer Agency Camera Ready Negatives Furnished
	Other: Reference mechanical will be supplied for reference.
MEDIA:	Electronic Transmission -
Media Format - [	☐ IBM Comp. ☐ Macintosh ☐ Other: ☐ ☐ File Printed to Media ☐ File Printed to Media
Media Type-	3.5" Floppy
Layout Program -	Quark Express (Vers. #) PageMaker (Vers. #)
<b>Graphics Program</b>	n - 🗵 Illustrator (Vers. # <u>CS3)</u>
Typefaces provide	ed by - Vendor Agency Typeface Brand: Fonts used:
Color Separating	by -
PRINTER:	PostScript PCL Other:
Ima	aging Resolution Required - 600 dpi 1200 dpi 2400 dpi Other:
	ine Screen Required: Scan Resolution Required: Size: (No. ) Size: (No. )
FOUR-COLOR Se	CANS/ Line Screen Required: Scan Resolution Required:
SEPARATIONS:	
	Provided by: Printer Agency Min. size(No. ) 1/2 Page (No. ) Full Page (No. )
	agency will provide Transparency Print Art Other:
	ype of proof: Match Print Dye Sublimation Other
	Laser (Sets 1) Page (Sets) Blueline (Sets) Other
	Yes No TypeSPECIAL APPLICATIONS: Die Cut Scoring Perforations (No1@)
-	Saddle Stitch Perfect Bind Side Staple 3 Hole Drill Collated
_	Plastic Bind (Color)
	Boxed <u>Std</u> per box
A TO BEEN THE A TREE TO A	ATE: Upon award of contractDELIVERY DATE REQUIRED:
	_
	Inside Delivery Spec: 11/06/2009RPW  DPY, PROOFS,ETC. MUST BE PICKED UP AND DELIVERED IN PERSON BY CONTRACTOR REPRESENTATIVE WHO IS KNOWLEDGEABLE

AND CAPABLE OF DISCUSSING THE CONTRACT

Addendum to State of South Carolina Printing Specification Sheet Page 1-of-2 ML-025164 (12/2004) Quit for Keeps information card with "tear-off" panel Spec prepared: 11/04/2009

### <u>Summary</u>

Printing of two-ink-color, "2-sided, head-to-head" smoking cessation information card with detachable "tear-off" phone numbers on specified 80# coverstock. All composition will be supplied from Macintosh In-Design CS 3 and Acrobat 6 files, output on a CD-R.

At the option of Agency Representative, a no-cost paper sample may be required prior to Award.

The entire production must be shrink-wrap packaged, however, quantities per package are not known prior to Award. All Bidders are required to indicate in your response, costs for shrink-wrapping in the following quantities: 100's; 250's; 500's. The Agency will select one quantity for the complete production of this item that represents best balance of value against program distribution needs.

A pre-production laser proof is a mandatory requirement.

## Return of Agency Property

All artwork, mechanicals, computer disks, or other related materials provided to the Successful Vendor in the production of this publication remain property of SC Department of Health & Environmental Control and must be returned to Agency Representative at completion of project, prior to payment.

# Vendor Pick-up of Completed Artwork or Computer Files

Following award of contract, unless otherwise indicated within the solicitation, the Successful Vendor will be responsible for arranging pick up of completed artwork, mechanicals, disks, samples or other related materials by appointment with Ms. Libby Gamble, 803-898-3866, SC Department of Health & Environmental Control Communication Resources Center, Room 1500, 2600 Bull Street, Columbia, SC.

- For release of materials, the Vendor must reference the assigned purchase order.
- SC Department of Health & Environmental Control is not responsible for mailing, shipping or faxing any materials to the Vendor.
- 3. All Visitors must enter/register at the Sims/Aycock Complex lobby, and shall be assigned a temporary pass for use while inside the facility.
- Visitors' parking is located on Bull Street, at the front of Sims/Aycock Complex.

Addendum to State of South Carolina Printing Specification Sheet Page 2-of-2 ML-025164 (12/2004) Quit for Keeps information card with "tear-off" panel Spec prepared: 11/04/2009

## **Quality Product Requirements**

The Vendor is expected to provide a high-quality product, consistent in image and sharpness, intensity, accuracy of colors, positioning, and all other characteristics of a commercial-grade product.

The finish of completed posters must be safe, non-toxic, smear-proof, should not peel, and resistant to significant fading over a reasonable period in normal usage.

Should unforeseen circumstances occur, Agency must act cooperatively with Vendor in resolving any quality concerns related to the computer file. Any exception to these quality standards, either by Agency or Vendor, must be brought to the attention of the Procurement Specialist establishing this contract.

## **Optional Sample Requirement**

Prior to Award, the Apparent Low Bidder may be required to provide a no-cost sample of paper for our evaluation purposes. Any requested sample must be furnished within five (5) working days of Agency request.

## **Explanation of Details**

- \* The information card includes a tear-off panel containing telephone numbers at lower edge. Overall dimensions are 3-5/8"(w) x 8-1/2"(h), however, the detached panel measures 1-3/4" (w) x 3-5/8"(h).
- @ A single, horizontal perforation will be located 1-3/4" from bottom of bookmark, to allow easy removal of the "tear-off" panel.
- @@ All Bidders must provide pricing for shrink-wrap in the following quantities:

100/package; 250/package; 500/package

<u>Due to budgetary limitations, the quantity per shrink-wrap to be selected is unknown prior to Award. The Agency reserves the option to select one quantity for entire production that best serves the Program Area's distribution requirements and provides "best value" for the available funding.</u>



Your doctor says you've got to quit. You're doing it for your kids. You're doing it for yourself. Whatever your reasons, giving up tobacco is a huge step to take.

No one expects it to be easy.

Giving up smoking isn't going to happen overnight. There are going to be frustrating days and long nights ahead.

No one expects you to do it alone.

That's why South Carolina has established a statewide, toll free quitline for smokers like you who are trying to quit and just need someone else on the other end of the phone.

Trained counselors are on hand to answer your smoking-related questions, talk you through your cravings and refer you to outside services that best fit your needs.

The best part is, you're in control. You make the call. You conquer the cravings. You develop a personal plan for quitting. Think of your Quit for Keeps counselor as simply a friend. A friend who's there for you through the hard times. And who'll be there when you become smoke free.

You can quit smoking, and you don't have to do it alone. Calling the number is free and lines are open seven days a week during business and evening hours. Call **1-800-QUIT NOW** (1-800-784-8669) today or visit www.scdhec.gov/quit-forkeeps and let us help you Quit for Keeps.

irolina elpyou

South Carolina wants to help you

When you're ready to quit smoking, call us toll free at: 1-800-QUIT NOW

1-800-784-8669
Or visit us online at:



Una asociación con SC DHEC • CDC • LEGACY

Su doctor recomienda que usted debe dejar de fumar para siempre. Usted lo hará por sus hijos. Lo hará por usted. Por cualquier razón, dejar el tabaco es un gran paso a dar.

Nadie espera que sea fácil.

Dejar de fumar no va a suceder de un día para otro. Van a haber días frustrantes y noches largas.

Nadie espera que lo haga solo.

Por esto, Carolina del Sur ha establecido a lo largo y ancho del estado una línea gratuita para dejar de fumar para fumadores como usted que están intentando dejar de fumar y sólo necesitan a alguien al otro lado de la línea del teléfono.

Consejeros especializados estarán disponibles para responder sus preguntas relacionadas con el hábito de fumar, habiarán con usted sobre sus ansias y lo referirán a servicios externos que se acomoden a sus necesidades.

La mejor parte es que usted esté en control. Usted hará la liamada. Usted derrotará las ansias. Usted desarrollará su propio pian personal para dejar de fumar. Piense en su consejero de Dejar de Fumar para Siempre como en su amigo. Un amigo que está siempre ahí para usted en los tiempos dificiles. Y estará ahí cuando usted deje de fumar.

Usted puede dejar de fumar y no tiene que hacerlo solo. La llamada es gratis y las líneas telefónicas están disponibles 7 días a la semana en horario de oficina y durante la noche. Llame hoy al 1-800-784-8669 ó viste www.scdhec.gov/quitforkeeps y permítanos a ayudarle a Dejar de Fumar para Siempre.

Carolina del Sur quiere ayudarle



Cuando esté listo para dejar de fumar, llámenos gratis al: 1-800-784-8669 ó visítenos a: www.scdhec.goviquiforkeeps

## STATE OF S.C. FORMS SPECIFICATION SHEET

The S.C. Government Printing Services Manual (1-1-98) shall be made part of all Printing Procurements by reference.

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$\triangleright$	SEE ATTA	CHED SPEC	IFICAT	IONS.																
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QUANTITY ORDERED  NO. PARTS FORM NUMBER TITLE OR DESCRIPTION OF FORM AS IT IS TO APPEAR ON CTINS & SHIPPING PAPERS 12,000 pads *  1 ML-025292 (05/206) South Carolina's Tobacco Quittine prescription pad																				
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	Continuous	Mailer	New	Exact	Disk	Camera	Ready	Changed	Rev	Exact	Yes	No		Yes	No	Screens	Reverses	Logos	o	Other
	Snap Set	Other																		
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ALL COPY, PROOFS, ETC. MUST BE PICKED UP AND DELIVERED IN PERSON BY A CONTRACTOR REPRESENTATIVE WHO IS KNOWLEDGEABLE AND CAPABLE OF DISCUSSING THE CONTRACT.

SPECIAL INSTRUCTIONS: See Addendum sheet for more complete information: \*, \*\*, \*\*\*

Spec prepared: 11/23/2009/RPW

Addendum to State of South Carolina Printing Specification SheetPage 1-of-2 ML-025292 (05/2006) South Carolina's Tobacco Quitline prescription pads Spec Revised: 11/23/2009

### <u>Summary</u>

Agency prescription form pads to be imprinted in two colors, "head-to-head, front-and-back," and completed in padded tablets. One side of form is English, the reverse side is written in Spanish. White padding cement must be used and all pads must contain chipboard backing.

The Agency will furnish all composition on Macintosh-based In-Design CS3 and Illustrator CS3 files and output on a CD-R.

This project must be printed on offset press equipment and cannot be produced on a photocopier.

Although this is not a real prescription form, the Successful Vendor must provide safe storage of the printed forms while on Vendor's premises, prior to delivery, and is responsible for securing mechanicals, negatives, plates, or proof copies to prevent future unauthorized imprinting or use of this form.

A pre-production laser proof is required.

## **Agency Property**

All samples, negatives, mechanicals, or other materials supplied to Successful Vendor in the production of this label remain property of South Carolina Department of Health & Environmental Control and must be returned, upon completion of project, prior to payment.

# Successful Vendor Pick-up of Completed Artwork or Computer Files

Following award or date specified within the solicitation, unless otherwise indicated, the Successful Vendor is responsible for arranging pick up of completed artwork, computer disks, or other related materials by appointment with Ms. Libby Gamble, 803-898-3866, SC-Department of Health & Environmental Control Communication Resources Center, 2600 Bull Street, Room 1500, Columbia, SC.

- 1. For release of materials, the Vendor must reference current purchase order.
- SC Department of Health & Environmental Control is not responsible for mailing, shipping or faxing any materials to Vendor.
- 3. All Visitors must enter/register at the Sims/Aycock lobby, and shall be assigned a temporary pass for use while inside the facility.
- 4. Visitors' parking is located at front of Sims/Aycock Complex on Bull Street.

Addendum to State of South Carolina Printing Specification SheetPage 2-of-2 ML-025292 (05/2006) South Carolina's Tobacco Quitline prescription pads Spec Revised: 11/23/2009

### **Optional Sample Requirement**

At the option of SC-DHEC, all Bidding Vendors may be required to provide a sample of paperstock offered. If applicable, the sample will be used for Agency evaluation and comparison purposes by the SC-DHEC Representative, and will be furnished within a reasonable timespan, at no additional charge to the Agency.

## **Quality Requirements**

The completed forms must withstand normal usage, without quality-related printing or material problems of shrinkage, peeling, fading, wrinkling, or forms "involuntary detaching" from pad.

# **Explanation of Details**

\* A total of 12,000 individual English/Spanish front-and-back pads are required.

50 forms per tablet pad - 12,000 tablet pads total

(Imprints are head-to-head in two colors on both sides. One side imprints in English, the reverse side imprints Spanish.)

White padding cement is required. All pads must contain chipboard backing, with English language side visible.

- \*\* Ink and white padding adhesive used must be non-toxic and safe for use in a medical environment. Ink must not fade or smear on completed forms for a reasonable amount of time.
- \*\*\* A pre-production laser proof is required.

A partnership between SC DHEC • CDC • LEGACY

A TOLL FREE TELEPHONE NUMBER FOR SOUTH CAROLINA RESIDENTS WHO NEED TO TALK TO TRAINED COUNSELORS ABOUT THEIR SMOKING HABITS, CRAVINGS AND HEALTH CONCERNS

Address The Palmetto State

PHONE 1-800-784-8669

NAME

ADDRESS



☐ Label ☐ Generic Refill 1 - 2 - 3 - 4 until you stop

ML-025292 05/06

Una asociación con SC DHEC • CDC • LEGACY

# Línea de ayuda de Carolina del Sur para dejar de fumar

Un número de teléfono gratuito para residentes de Carolina del Sur que necesitan hablar con un consejero especializado sobre sus hábitos de fumar, ansias y preocupaciones de la salud.

Dirección Carolina del Sur	Teléfono 1-800-784-8669
Nombre	Fecha
Dirección	
P DEPARE	
Siatis S	EMPRE
° 1-800	-78 <i>4</i> -8669

☐ Etiqueta ☐ Genérica
Rellene su receta 1 – 2 – 3 – 4 veces hasta que deje de fumar para siempre

PREFERENCES – A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <a href="https://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFEERNCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES – ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(ii)), accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).
In-State Office Address same as Home Office Address In-state Office Address same as Notice Address (check only one)

<u>SOUTH CAROLINA/UNITED STATES PRODUCT PREFERENCE</u> - (Product preference does not apply to services.) In order to receive the South Carolina/United States made, manufactured or grown end-product preference, you must check the appropriated space(s) provided under the Bidding Schedule.

#### PREFERENCES - A NOTICE TO VENDORS (SEP. 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <a href="https://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

#### PREFERENCES - SC/US END-PRODUCT (SEP 2009)

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

#### PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

#### PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped, [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

#### PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

**SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009):** If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

**SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009):** If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item

## PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING RFQ

#### INSTRUCTIONS TO BIDDERS

**DISCUSSIONS AND NEGOTIATIONS**: By submission of a quotation, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder <u>shall not</u> discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder <u>shall not</u> discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's quotation.

- 1) By submission of a bid, you are certifying that your company has not been debarred or suspended under OMB circular A-133 Compliance Supplement or otherwise from doing business in the State of South Carolina.
- 2) Unless otherwise required herein, only one signed copy of the Request for Quotation is required.
- 3) Quotations "faxed" directly to the DHEC Procurement Office are acceptable unless otherwise stated in this package.
- 4) Quotations, amendments thereto or withdrawal request must be received by the time advertised for bid closing. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. Any withdrawal request received after the time of the bid closing shall be governed by State Regulation 19-445.2085
- 5) When specifications or descriptive papers are submitted with the RFQ submission, enter bidder's name thereon.
- 6) Submit your signed RFQ on this form.
- 7) Bidders must clearly mark as "CONFIDENTIAL" each part of their quotation which they consider to be proprietary information the could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom o Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
- 8) By submission of a quotation, you are guaranteeing that all goods and services meet the requirements of this solicitation during the contract period.
- 9) Tie quotations will be resolved as outlined in section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
- 10) Taxes: Prices are to be exclusive of all sales, use and like taxes.
- 11) **Correction of errors on this RFQ form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the quotation. Erasures or use of typewriter correction fluid may be cause for rejection. No quotation shall be altered or amended after the time specified for the bid closing.
- 12) **Ambiguous quotations** which are uncertain as to terms, delivery, quantity or compliance with this solicitation may be rejected cotherwise disregarded.
- 13) Failure to respond to three consecutive RFQ s may result in removal of bidder's name from the mailing list.

#### **GENERAL PROVISIONS**

- 14) Unit prices will govern over extended prices unless otherwise stated in this solicitation.
- 15) **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9 210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".
- 16) **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products of services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
- 17) **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this quotation or to the subsequent contract.
- 18) **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC or the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
- 19) Award Criteria: Awards shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on the Procurement Bulletin Board located at 2600 Bull Street in the Aycock Building directly across from the Personnel Division and next to the Bureau of Business Management's Procurement Services Division.

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- 20) **Rejection:** (In accordance with Regulation: 19-445-2070) DHEC reserves the right to reject any bid: (1) which fails to conform to the essential requirements of the invitation for bid; (2) alternate bids which do not conform to the specifications contained or referenced in the invitation for bid; (3) which fails to conform to the delivery schedule; (4) when the bidder attempts to impose conditions which would modify requirements of the invitation for bid or limit his liability to the State; (5) if the procurement officer determines in writing that it is unreasonable as to price; (6) when a bid guarantee is required and a bidder fails to furnish; (7) which is unsigned.
- 21) Competition: This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the closing date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
- 22) Order of Precedence: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (1) the bidding schedule, (2) general provisions and general conditions, (3) instruction to bidders, (4) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (5) the specifications.

#### **GENERAL CONDITIONS**

- 23) **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201-1708. Reference the solicitation and contract number.
- 24) **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 25) **Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. But in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule(s).
- 26) Save Harmless: (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
- 27) **Publicity Releases:** By submission of a quotation, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.
- 28) **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0564)
- 29) **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 30) **Assignment**: Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
- 31) **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty day advance notice in writing to the successful contractor.
- 32) **Non-Appropriations**: Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 33) **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
- 34) Cause: Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
- 35) **S.C. Law Clause:** Upon award of a contract under this quotation, the person/partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a

- S. C. Department of Health and Environmental Control RFQ-37521-12/17/2009-WAT Page 17 quotation, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.
- 36) Quality of Product: (This general condition does not apply to solicitations for printing or service requirements). Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Section 11-35-310 of the SC Procurement Code, if items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the RFQ closing date. Written permission must be obtained from the DHEC Procurement Office.
- 37) **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
- 38) **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a quotation, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
- 39) **Confidentiality Policy**: The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
- 40) **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
- 41) Outside Contractor Program: If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
  - a. Obtain <u>written assurance</u> that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
  - b. Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor <u>shall provide</u> the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the <u>contractor(s)</u> enter any DHEC facility with chemicals.
  - c. DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. DHEC also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.
- 42) Any written assurances, MSDS's or correspondence required must be submitted prior to beginning any aspect of the contract.
- 43) **Travel:** As applicable, reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC.

#### SPECIAL PROVISIONS

- 44) **FOB Destination**: All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier. Quotations received otherwise may be subject to rejection.
- 45) **Shipping/Delivery Charges:** Unless otherwise indicated in the "Special Conditions", any applicable shipping, delivery, assembly or installation charges are to be indicated on the bidding schedule herein.
- 46) **Specifications:** The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The bidder to include with his quotation supporting product data sufficient for DHEC to determine equality and acceptability. DHEC reserves the right to reject any offering in which the items offered are considered unsatisfactory in any manner. DHEC will determine if minor deviations from the listed features or performance are acceptable.
- 47) **Confidentiality:** The Contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or overheard while performing work pursuant to this contract. The Contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.